

Allamakee Co.

Teamsters #238 (Sheriff)

7/1/2006 6/30/2007

|

ALLAMAKEE CO./TEAMSTERS #238(SHERIFF) 06-07

AGREEMENT

BETWEEN

ALLAMAKEE COUNTY SHERIFF'S OFFICE

and

**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238**

July 1, 2006 - June 30, 2007

I N D E X

Page

ARTICLE 1	PURPOSE AND INTENT	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	MANAGEMENT'S RIGHTS	1
ARTICLE 4	SCOPE OF AGREEMENT	2
ARTICLE 5	DUES CHECKOFF	3
ARTICLE 6	GRIEVANCE PROCEDURE	3
ARTICLE 7	SENIORITY	6
ARTICLE 8	LEAVE OF ABSENCE	8
ARTICLE 9	SICK LEAVE	10
ARTICLE 10	WORK SCHEDULES	12
ARTICLE 11	CLOTHING AND EQUIPMENT	13
ARTICLE 12	HOURS, ASSIGNMENTS & WAGES	14
ARTICLE 13	HOLIDAYS	16
ARTICLE 14	VACATIONS	17
ARTICLE 15	FUNERAL LEAVE PAY	18
ARTICLE 16	BULLETIN BOARDS	18
ARTICLE 17	LEGAL DEFENSE	19
ARTICLE 18	DISCIPLINE	19
ARTICLE 19	SAVINGS CLAUSE	20
ARTICLE 20	INSURANCE	20
ARTICLE 21	SAFETY AND HEALTH	22
ARTICLE 22	PHYSICAL EXAMINATIONS	22
ARTICLE 23	WAGES	22
ARTICLE 24	PAY PERIOD	25
ARTICLE 25	DURATION OF AGREEMENT	25
APPENDIX A		

A G R E E M E N T

THIS AGREEMENT is entered into by and between the COUNTY OF ALLAMAKEE, IOWA (SHERIFF'S DEPARTMENT), hereinafter designated and referred to as the "County", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to and designated as the "Union".

ARTICLE 1
PURPOSE AND INTENT

It is the purpose of this Agreement to establish certain wages, hours, benefits and working conditions, and to establish procedures for the resolution of disputes concerning the interpretation or application of the Agreement.

ARTICLE 2
RECOGNITION

Section 2.1

The County recognizes the Union as the sole and exclusive collective bargaining representative for all Deputy Sheriffs for Allamakee County, secretary/matron, dispatcher/matron, matron/cook and jailer and excluding: Sheriff, First Deputy and all others excluded by Section 4 of the Act. The County shall not enter into any agreement with its Deputy Sheriffs individually or collectively or with any other organizations which in any way conflict with the provisions thereof.

Section 2.2

The County is an equal opportunity employer. Applicants for employment for open positions and current employees are treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, medical condition or disability. For purpose of this Agreement, "open positions" shall be defined as positions left after all provisions of this Contract have been applied.

ARTICLE 3
MANAGEMENT'S RIGHTS

Section 3.1

The Union recognizes the prerogative of the County to operate and manage the affairs of the Sheriff's Department in accordance with existing and future laws and regulations of appropriate

authorities including personnel policies and department work rules not in conflict with this Agreement. The prerogatives and authority which the County has not officially abridged, delegated or modified by this Agreement are retained by the County such as, but not limited to: direct employees, hire, promote, transfer, assign, retain employees in positions, and suspend, demote or discharge, to take disciplinary action against employees, relieve employees from duties because of lack of work or other legitimate reasons, maintain the efficiency of the government operations, determine the methods, means, job classifications and personnel by which such operations are to be conducted, take whatever actions may be necessary to carry out the missions of the County in situations of emergency; solely determine employee schedules of work and establish the methods and processes by which the work is performed, which is not in conflict with this Agreement.'

Section 3.2

The County's non-exercise of any function hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the County in the express provisions of this Agreement.

Section 3.3

The enumeration of the rights and duties of the County in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved by the County.

ARTICLE 4 SCOPE OF AGREEMENT

Section 4.1

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the County and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE 5
DUES CHECKOFF

Section 5.1

Upon receipt of a voluntary written authorization from an employee, which conforms to and is in accordance with all applicable State laws, the County agrees to deduct from the employee's earnings during the existence of his/her authorization his/her regular and usual monthly Union membership dues, and, if owing, an initiation fee. All monies collected by the County pursuant to this Section will be deducted from the employee's earnings in the first pay period of each month for that month and remitted within ten (10) days to the "Local" Union officer designated by the Union, in writing to the Auditor.

Section 5.2

The Union shall initially notify the County, in writing, as to the amount of its regular and usual initiation fees and its regular and usual monthly membership dues. Any subsequent change in these amounts shall be certified to the County in writing over the signature of an authorized officer of the Union at least fifteen (15) days prior to the first of the month for which the deduction is to be made.

Section 5.3

The Union shall indemnify and save the County harmless against any and all claims, demands, judgments, suit or other forms of liability that shall arise out of or by reason of the County making any deduction in accordance with this Section.

Section 5.4

The Employer further agrees it will make Credit Union deductions.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1

A dispute as to the application of a specific provision or provisions of the Agreement to a particular factual situation involving an employee, and which occurs during the term of the Agreement, shall be a grievance within the meaning of this Agreement. Grievances may be filed and processed through the following procedure:

Step 1: Grievances shall be presented in writing to the employee's immediate supervisor in such a manner as to not unreasonably interfere with County operations. The written grievance must contain what contract violation has allegedly occurred and what remedy the

grievant is seeking. To be a valid grievance, the grievance must be presented by the end of the fifth (5th) working day following the date of the occurrence of the event giving rise to the grievance, or the date the employee first should have become aware of the fact of such occurrence by exercise of due diligence. The employee may or may not have the steward present, as the employee may elect. The supervisor shall notify the Union in writing of any settlement reached within the scope of this Agreement in the event the steward was not present at this Step. In the event the grievance is not adjusted to the satisfaction of the employee in Step 1, it may be advanced to Step 2 as provided below.

Step 2: The steward may, by the end of the third (3rd) working day following the date of the written reply by the employee's supervisor in Step 1, present the grievance to the Sheriff in writing. The written grievance shall set forth the specific provision or provisions of this Agreement that it is felt the County has violated and concise statement of facts giving rise to the grievance. Every effort to adjust the grievance shall be made by the County Sheriff and employee and/or the steward. The County Sheriff shall provide a written reply to the grievance by the end of the tenth (10th) working day after the day it has been presented to him.

Step 3: If settlement still has not been reached, the grievance may, by the end of the third (3rd) working day after receiving the reply from the County Sheriff, be referred to the County Board of Supervisors or to other such representative or representatives as they may designate. The County Board of Supervisors shall give an answer in writing to the Union steward within ten (10) working days after the date the grievance is submitted to them.

Step 4: In the event the grievance is not settled in Step 3 above, the Union must, within ten (10) working days after the County's Step 3 answer, appeal to arbitration, provided written notice of such intent is served upon the County. Except for grievances arising out of the same fact situation, separate grievances may not be joined in one arbitration proceeding except by mutual agreement of the parties. However, if the parties agree that no mutually acceptable arbitrator can be selected, the parties will jointly request P.E.R.B. services to submit a list of seven (7) experienced arbitrators. The Union and the County

shall alternately strike a name from the list of arbitrators until a single name remains, and that person shall be the arbitrator. The selected arbitrator must agree to hold the arbitration within thirty (30) days after selection, unless otherwise agreed between the County and the Union. Each party shall be responsible for the expenses of its representative or representatives along with any other incidental expenses. The fees and expenses of the arbitrator shall be borne equally by both parties. The impartial arbitrator shall only have the power to arbitrate the written grievance as submitted in Step 1 of the Grievance Procedure. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of the Agreement. The decision of the impartial arbitrator shall be final and binding upon the parties.

Section 6.2

All time limits are exclusive of Saturdays, Sundays and scheduled days recognized as holidays; (i.e., working days shall mean Monday through Friday).

Section 6.3

A Deputy Sheriff suspended, demoted or discharged may only appeal through the Civil Service Commission procedure as outlined in the Code of Iowa (341 A.12).

Section 6.4

Any grievance or complaint not appealed by the employee, steward or the Union from one step to the next step of the Grievance Procedure within the allocated time limits shall be deemed settled on the basis of the last answer given by the County. Any grievance not answered by the County within the time limits as specified shall automatically be considered settled on the Union's last position.

Section 6.5

Representatives duly accredited by the Local Union shall be accorded access in accordance with the County policy at mutually agreeable times during regular working hours in order to observe the operations or conditions about which a dispute has arisen.

Section 6.6

The County recognizes the right of the Union to designate one (1) steward for the purpose of handling grievances on its behalf.

All stewards must be employees of the County. The Union will notify the County in writing of the names of each steward and of any subsequent changes. The County agrees to permit each steward a maximum of thirty (30) minutes per week during his/her

result of a certification from a promotion list or otherwise is found unsuited for work of the grade during a six (6) month trial period, he/she may be reinstated to his/her former position without loss of seniority, or another position in the grade from which he/she was promoted, provided he/she had seniority or regular status in such grade. The employee displaced by the return of this employee shall have the same right to return to his/her former position.

Section 7.8

At any time during a promotional trial period, a Deputy Sheriff may be demoted or reassigned according to Code of Iowa Sections 341.A7 and 341.A8.

ARTICLE 8 LEAVE OF ABSENCE

Section 8.1

An employee who has completed his/her initial probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed ninety (90) days, provided the employee obtains advance written permission from the County and can be spared from work for that purpose. Such leaves without pay shall be granted only at the discretion of the County and when it is deemed to be in the best interests of the employee and the County. No fringe benefits will accrue during the unpaid leave, nor shall longevity for pay purposes accrue.

Section 8.2

Except for work-related illness or accidents, an employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence for a period not to exceed six (6) months without pay and without loss of seniority for the duration of such disability provided the employee promptly provides the County with medical proof of the necessity for such absence when same is requested by the County. The County may require medical proof certifying that the individual has recovered sufficiently to perform all the functions of a deputy sheriff or may, at the County's option and at the County's expense, send the employee to a doctor of the County's choice for such certification prior to allowing the employee to return to work.

Section 8.3 Military Leave

An unpaid leave of absence and the reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions

of the State and Federal Law granting such leaves and reinstatement rights.

Section 8.4 Jury Duty

Employees shall be granted leaves of absences for required jury duty. While on jury duty, employees shall receive that portion of their regular salary which will, together with their jury duty pay, equal their normal total salary for the same period.

Section 8.5

Administrative leave, with pay, requested by an employee may be authorized so that employees may attend official meetings, conferences, training sessions and seminars provided such leaves are approved in writing by the Sheriff or his/her authorized representatives. Overtime provisions of this Agreement will not apply when an employee is on authorized administrative leave with pay.

Section 8.6

When requested by the State and/or if agreed to by the County, the County shall reimburse according to County policy an employee for all food, lodging, travel and school expenses incurred for the attendance of in-service training schools. No deputy shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such school. Deputy Sheriffs required to attend departmental training or meetings will be allowed to take said time from his/her regular scheduled shift or will be paid within the same payroll period, at the discretion of the County. All new Deputy Sheriffs employed by the County shall, if required by the State, be provided necessary training at an appropriate law enforcement school to insure that they are certified Iowa peace officers.

Section 8.7 Family and Medical Leave Act (FMLA)

A) Employees who have worked at least twelve (12) months for the Employer, and who have worked at least 1250 hours during the past twelve (12) months, are entitled to take a total of twelve (12) workweeks of unpaid leave during a 12-month period.

B) Employees may use the unpaid leave for:

1. Birth of a child, or placement of a child for adoption or foster care;
2. Serious health of the employee that makes him/her unable to perform the functions of the position;
3. Serious health condition of a spouse, son, daughter or parent.

C) The Employer requires employees who have any accumulated vacation, and if applicable, compensatory time, personal days or accumulated holidays, to use up any of the above-referenced compensated time while on leave.

D) The start of the use of the 12-week leave shall commence on the first day the employee goes on leave and shall be measured forward, not to exceed 12 weeks in the next 12-month period.

E) The use of the medical leave may be no shorter than one (1) workday; i.e., eight (8) hours.

F) Except for emergency or unforeseeable situations, employees must provide the Employer with thirty (30) days advance written notice of intent to use leave, including the purpose and the duration.

G) The Employer agrees to continue paying any portion of the health insurance program that is in effect for all employees at the time of the leave. If the employee fails to return to work from the leave, the employee shall reimburse the Employer for health insurance premium payments paid by the Employer on behalf of the employee on leave, unless the reason for failing to return to work was due to the continuation, recurrence or onset of a serious health condition that entitled the employee to leave in relation to a serious health condition of a spouse, son, daughter or parent of the employee, or due to other circumstances beyond the control of the employee.

H) The Employer shall require a certification from the employee's physician stating the employee is completely fit and able to resume to work before the employee will be allowed to return to work when the leave was because of a serious health condition that made the employee unable to perform the functions of his/her position.

ARTICLE 9 SICK LEAVE

Section 9.1

Sick leave shall be accrued by regular and probationary employees at the rate of eight (8) hours per calendar month for each full month of employment providing the employee actually works at least one-half (1/2) of the total number of working days in the month. Sick leave may accumulate to a maximum of one hundred (100) days and may be carried over into a new year but never to exceed a maximum of one hundred (100) days.

Section 9.2

Sick leave may not be used by probationary employees during the first six (6) months of said probation.

Section 9.3

Sick leave shall be considered as a type of insurance and shall not be considered as a vested right and may not be used at the employee's discretion, but shall be allowed only in case of actual illness, legal quarantine or disability of the employee.

Section 9.4

To be eligible for payment of sick leave, the employee must notify the Sheriff or his designated representative prior to the starting time of his scheduled shift. This notice may be waived if the employee could not reasonably be expected to comply because of unusual circumstances. Upon returning from sick leave, the employee must sign a statement indicating the nature of the disability and whether or not he/she was treated by a doctor.

Section 9.5

An employee using sick leave must remain at home, be present in a medical office or medical institution or otherwise be following a medically prescribed course of treatment. The County reserves the right to visit any employee on sick leave at any time. The County may request a certificate from a medical doctor indicating the nature of an employee's disability and the duration of confinement when an employee has used two or more days of sick leave, before allowing the employee to return to work. In all instances, the burden of proof for use of sick leave rests with the employee. Sick leave shall start the first day off of an employee for an illness or an off-the-job accident.

Section 9.6

The County will allow an employee on Workers' Compensation to make up the difference between Workers' Compensation and his/her normal net rate of pay (less Federal, State and City taxes) by drawing on his/her accumulated sick leave. The difference paid by the County shall be prorated on the basis of the employee's gross hourly salary, and that number of hours will be charged against the employee's accrued sick leave.

Section 9.7

Sick leave may be used for providing medical care help to a member of the employee's immediate family as defined in Section 8.7(B) of this Agreement.

Section 9.8

An employee upon retirement only may elect to use one-half of his/her accumulated sick leave pay either in a cash settlement payment or to pay his/her health insurance premiums for the existing County health insurance policy in effect at that time. This option is subject to the following conditions:

A. The value of said accumulated sick leave shall be calculated on the following basis: the employee's annual compensation at retirement excluding overtime and longevity shall be divided by 260 to arrive at a rate per day which sum shall then be multiplied times 50% or one-half of the number of outstanding days of unused accumulated sick leave that has been accrued to the employee's credit.

B. The amounts as calculated pursuant to Paragraph 9.8A hereof, if so elected, can be used by said employee for the payment of health insurance premiums covering the employee and/or said employee's spouse from the Allamakee County carrier beginning on the date of said employee's retirement until that employee attains the age of 65 or for a five year period, whichever occurs first.

C. Length of service as of the employee's anniversary date of employment shall be considered the retirement date and will determine the percentage of the 50% sick leave benefit described in Section 9.8 hereto to which an employee is entitled.

<u>Length of Service</u>	<u>Percentage (%) of Benefit</u>
Less than 16 years	0%
16 years	80%
17 years	85%
18 years	90%
19 years	95%
20 years	100%

ARTICLE 10
WORK SCHEDULES

Section 10.1

The sole authority in establishing or arranging work schedules is the County. The normal workday for a Deputy shall be eight (8) or ten (10) consecutive hours as designated on the official schedule, and the normal workweek shall be an average of forty (40) hours. A Deputy may work a twelve (12) hour shift but only upon the mutual agreement of both the Deputy and the Sheriff.

Section 10.2

Service to the public may require the establishment of work schedules which depart from the normal workweek or the normal workday. The County shall, except in the case of emergency, give the employees notice of such a change in the work schedule as far in advance as is reasonably possible.

ARTICLE 11
CLOTHING AND EQUIPMENT

Section 11.1

The County will provide each new regular full-time Deputy an initial issue of uniforms and equipment. This issue shall be similar, but not limited to, those items listed in Appendix A attached hereto and made a part hereof.

Section 11.2

Each regular full-time Deputy shall annually be provided a clothing allowance of \$450.00. This allowance shall be used for the maintenance, dry cleaning, repair and replacement of uniforms and equipment initially provided and required by the County. The County will, once every six (6) months, give each officer notification of the balance of his clothing allowance.

Section 11.3

The County will provide a regular full-time Deputy with a semiautomatic firearm. Said firearm will not be charged against the Deputy's clothing allowance.

All other replacement, equipment and uniforms must be purchased through the County's approved vendors, and the individual's account for such purchase will be charged with the expense of said purchase(s). All items in Appendix A must be turned into the County upon replacement and/or upon termination of employment with the Sheriff's Department.

Section 11.4

Should a regular full-time Deputy damage, beyond reasonable repair, any part of his/her uniform or piece of personal equipment while diligently carrying out his/her prescribed duties and through no fault of his/her own, said item(s) shall be replaced by the County, and the cost of such replacement shall not be charged to the Deputy's account.

Section 11.5

The County will reimburse each deputy for expenses incurred to clean squad cars on a once-a-week basis.

Section 11.6

If the County requires employees, other than Deputy Sheriffs, to wear a designated uniform or special clothing, the Public Employer agrees to supply the uniform at no cost to the employee. Employee shall be required to keep the uniform clean and in repair. Uniforms may not be worn during nonworking hours. Worn-out uniforms will be replaced at the Supervisor's discretion. All uniform clothing must be returned to the County prior to receiving new uniform clothing, and in case of termination, before the employee will receive his/her final payroll check.

ARTICLE 12
HOURS, ASSIGNMENTS AND WAGES

Section 12.1

The standard payroll period for the Sheriff's Department is two (2) weeks during which period it is intended that an employee will work eighty (80) hours at his/her regular rate of pay.

Section 12.2

Except as otherwise provided in this Article, employees working in excess of the eight (8) hour; that is, working overtime, shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay.

Section 12.3

Except in case of emergency, compensation for overtime will not be paid unless the work was performed at the direction or with the approval of the employee's supervisor. Compensation at overtime rate will not be paid for time not worked.

Section 12.4

An employee may, with the Sheriff's approval, take compensatory time off in lieu of overtime pay. When an employee accrues more than thirty-two (32) hours of unused compensatory time off, the option shall not apply, and the employee shall be paid his accrued overtime.

Compensatory time off shall be taken and used with the prior approval of the employee's supervisor.

Compensatory time off will not be allowed if the result is to make the employee eligible for overtime pay, or additional compensatory time, to which he/she would not otherwise be entitled by reason of actual time worked.

Section 12.5

An employee called back to work at a time other than his/her normal scheduled shift, for reasons other than training purposes, shall receive a minimum of two (2) hours pay at the employee's applicable rate of pay.

Section 12.6

Notwithstanding anything to the contrary in this Agreement, Deputy Sheriffs who are required to attend or testify in court in an action resulting or connected with their law enforcement duties and activities will be paid for actual time spent at their regular rate of pay, unless attendance is on regular duty time.

Section 12.7

A. The normal workday for a Deputy Sheriff shall be eight (8) hours or ten (10) hours. Deputy Sheriffs shall be granted a one-half (1/2) hour paid lunch during each shift and shall be granted two (2) fifteen (15) minute breaks during an eight (8) hour or ten (10) hour shift. Breaks may not be taken during the first hour or during the last hour of a shift, nor may they be used to extend a meal period. However, in the event that a Deputy Sheriff while on a meal or break period is called for duty, the Deputy shall respond immediately, and when free, shall then complete his/her meal or break period.

B. The standard workweek for all other department employees shall consist of five (5) eight (8) hour working days in a seven (7) day period. There will be two (2) fifteen (15) minute rest breaks and a lunch break in each eight (8) hour day. It is understood that due to the nature of law enforcement, work breaks cannot be scheduled. The Sheriff may schedule eight (8), ten (10) or twelve (12) hour working days for department employees at his option.

Section 12.8

Employees, other than Deputy Sheriffs, working the third shift will be compensated an additional \$.25 per hour in shift pay.

Section 12.9

Deputies that use earned time off shall have the amount deducted from their banks as they were scheduled to work; that is, if an employee takes a vacation day and is scheduled to work ten (10) hours then ten (10) hours will be deducted. The same shall apply for the Deputies' sick leave.

ARTICLE 13
HOLIDAYS

Independence Day	New Year's Day
Labor Day	President's Day
Veteran's Day	Memorial Day
Thanksgiving Day	Christmas Day
Easter Sunday	Christmas Eve Day
Employee's Birthday	

Section 13.1

All regular full-time employees shall receive up to eight (8) hours of pay for the above holidays or substitute day off with pay.

- (A) Payment for the above listed holidays shall be received on the paycheck for the payroll period in which said holidays occur.
- (B) To be eligible for said holiday pay, a regular full-time employee, after his/her probation period, must be actively working on the payroll of the Employer and must have worked his/her full regularly scheduled workday before and after the holiday, unless excused by the Employer.
- (C) Employees required to work on a holiday will be granted a substitute day off up to eight (8) hours with pay. Holiday hours may accumulate to a maximum of fifteen (15) days (120) hours.
- (D) Department shift employees working on a holiday shall be compensated at the rate of one and one-half (1 1/2) his/her hourly rate in addition to holiday pay for work performed on the actual date of the holiday.

In the event that an employee is unable to take accumulated time off due to inability to schedule said time off, employee shall be compensated.

Section 13.2

In the event that a Deputy Sheriff works a holiday as enumerated in this Article, the Sheriff's Deputy shall receive one day off plus time and one-half pay for the holiday so worked. (Total compensation for the worked holiday shall not exceed two and one-half times the Deputies' pay.)

ARTICLE 14
VACATIONS

Section 14.1

Each regular full-time employee who is in the employ of the County on the employee's anniversary date of each year and who is otherwise eligible for a vacation with pay shall be entitled to a vacation with pay for each year of service in accordance with the following schedule:

<u>Eligibility</u>	<u>Amount of Vacation and Vacation Pay</u>
Upon completion of 1 year's continuous service	1 week - (40 hours)
Upon completion of 2 or more years' continuous service	2 weeks - (80 hours)
Upon completion of 8 or more years' continuous service	3 weeks - (120 hours)
Upon the completion of 17 or more years' continuous service	4 weeks - (160 hours)
Upon the completion of 22 or more years' continuous service	5 weeks - (200 hours)

Section 14.2

In determining vacation periods, vacation shall be awarded on the basis of the employee's seniority and shall not be changed except with prior approval of the Sheriff after the schedule has been posted for two (2) weeks, unless for extenuating circumstances. The number of employees off on vacation at any one time shall be limited to one (1) employee per shift unless prior approval of the Sheriff has been obtained. Vacations may be taken any time during the year.

A vacation shall not be cumulative from year to year but must be taken during the calendar year following the date on which the employee qualifies for a vacation with pay.

When, in the judgment of the County, it appears advisable in order to meet the needs of the County's residents, the County may require an employee entitled to a vacation under the terms of this Article to postpone all or part of a vacation, subsequently giving him/her first priority to reschedule his vacation.

Section 14.3

Employees not discharged for just cause who give two (2) weeks written notice prior to leaving employment with the County shall be given prorated vacation pay on the following basis. For every month an employee works at least twenty (20) days, the employee shall receive 1/12 of his/her earned vacation.

Section 14.4

All new employees in the second six months of employment shall receive one day of vacation.

ARTICLE 15
FUNERAL LEAVE PAY

Section 15.1

A. Death of the employee's spouse or child: employees may take up to five (5) days funeral leave with pay to attend to or make funeral arrangements.

B. Death in the employee's immediate family: employees may take up to three (3) days funeral leave with pay to attend to or make funeral arrangements. Time shall not be granted in excess of three (3) days except in unusual circumstances. If granted, the longer period of time must be in writing and approved by the County.

C. Two (2) days funeral leave with pay will be granted to an employee to attend the funeral of a son/daughter-in-law or brother/sister-in-law.

Section 15.2

Immediate family, for the purposes of this Agreement, shall mean the employee's parents, mother-in-law, father-in-law, brothers, sisters, stepchildren, grandparents and grandchildren.

Section 15.3

Employees required to act as pallbearers at a funeral shall be entitled to eight (8) hours paid time off. The County shall be able to modify this time off in order to assure that at least fifty percent (50%) of the force is available for duty at any one time.

ARTICLE 16
BULLETIN BOARDS

Section 16.1

The County will provide one (1) bulletin board which will be for the use of the Union. Posted information will be limited to:

- (A) Notices of Union meetings;
- (B) Notices of Union elections;
- (C) Results of Union elections;
- (D) Notices of Union recreational, educational or social events;
- (E) Other official notices of the Union.

ARTICLE 17
LEGAL DEFENSE

Section 17.1

Employees involved in litigation because of their negligence, ignorance of laws, nonobservance of laws, or as a result of employee judgmental decision may not receive assistance in any legal defense by the County, except as specifically stated in Chapter 613A of the Code of Iowa.

Section 17.2

Any employee who is charged with a traffic violation, violation of an ordinance or some criminal offense arising from acts performed in good faith when using good judgment and within the scope of his employment and under direct order of his/her supervisor may be able to be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge if the action or litigation commences and is resolved during the employee's service with the County.

ARTICLE 18
DISCIPLINE

Section 18.1

Following the completion of the probationary period, a Deputy Sheriff covered by the Civil Service system may be discharged, suspended without pay, or deprived of vacation privileges or other privileges for any of the following reasons:

1. Incompetency, inefficiency or inattention to or dereliction of duty.
2. Dishonesty, intemperance, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee, or any other act of omission or commission tending to injure the public, or any other willful failure to properly conduct himself or herself, or any willful violation of the provisions of Chapter 341A, Code of Iowa, or of these rules.
3. Mental or physical unfitness for the position held.

4. Dishonest, disgraceful or prejudicial conduct.
5. Drunkenness or habitual use of intoxicating liquor, or use of narcotics or any other habitforming drug, liquid, preparation or controlled substance.
6. Conviction of a felony or misdemeanor involving moral turpitude.
7. Any other act or failure to act or to follow reasonable regulations prescribed by the Sheriff which in the judgment of the commission is sufficient to show the offender to be unsuitable or unfit for employment.

ARTICLE 19
SAVINGS CLAUSE

Section 19.1

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby.

Section 19.2

In the event any provision herein contained is rendered invalid, upon written request by either party hereto, the County and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 20
INSURANCE

Section 20.1

All full-time employees shall be eligible for insurance the first of the month after employment of sixty (60) days.

Section 20.2

The County agrees to establish a qualified cafeteria plan for employee's health insurance purposes. These terms shall survive the existing Contract for a one year period.

(A) PLAN COVERAGES - The cafeteria plan shall contain the following specific coverages or options available to the employee to be designated by that employee on an annual basis. These coverages are as follows:

1. Equivalent health insurance coverage comparable to the existing company and at the various deductible levels in effect on July 1, 2004.

2. Medical reimbursement provisions which shall include dental and vision coverages as well as day care.

3. Qualified retirement annuity plan.

(B) All County employees are required to participate in at least a single plan.

(C) Labor/Management Committee - There shall be established a Labor/Management Committee consisting of ten (10) members - five (5) of which shall be representatives of the employees and five (5) of which shall be representatives of management departments. The Committee shall establish its own rules of procedure and shall provide recommendations to the County Board of Supervisors regarding plan coverages of the cafeteria plan as well as other administration requirements of said plan.

(D) County Funding -

1. The County shall fund each employee's cafeteria plan account on the following schedule and in the following amounts:

All Employees
\$5,604.00

Section 20.3

Termination--Group insurance coverage shall terminate upon termination of employment with the County, but at the option of the insurance company, the terminating employee may transfer to an individual policy.

Section 20.4

Employees on leaves of absence, layoff and workers' compensation shall have up to thirty (30) days paid-up insurance from the date of layoff and shall be able to transfer to an individual policy at that time at the option of the insurance company.

Section 20.5

The County shall provide at no cost to a Deputy Sheriff a \$30,000.00 term life insurance policy.

ARTICLE 21
SAFETY AND HEALTH

Section 21.1

The County shall continue to make all reasonable provisions for the safety and health of its employees.

Section 21.2

Authorized protective equipment and other devices necessary to properly protect employees from injury and sickness shall be designated and provided by the County.

ARTICLE 22
PHYSICAL EXAMINATIONS

Section 22.1

The County shall have the right, at any time, to require any applicant for employment during the probationary period to submit to a physical and/or medical examination by a licensed medical practitioner. The Board of Supervisors shall have the right to approve or disapprove the employment of the applicant from the report of said complete physical examination. The cost for said complete physical examination shall be paid by the Public County.

Section 22.2

The Public Employer shall have the right to require any employee who is thought to be ill or injured to submit to a physical and/or medical examination by a licensed medical practitioner for the purpose of determining if the employee is physically fit to perform his normal duties. The cost of this examination shall be paid by the County. In case of any dispute as to the accuracy or findings, the employee may submit to an examination by a doctor of the employee's choosing and at the employee's expense.

ARTICLE 23
WAGES

Section 23.1

A Deputy Sheriff's maximum total annual compensation shall not exceed 97% of the Sheriff's total annual compensation.

Section 23.2

The annual base salaries of Deputy Sheriffs shall be determined as follows:

(A) Deputy Sheriffs employed by Allamakee County on July 1, 2004, shall start at the annual base salary of 65% of the annual base salary of the Sheriff. Those Deputies having prior experience and having completed the Iowa Law Enforcement Academy training as specified subsequently in Section 23.3 may start at the annual base salary of 70% or 75% of the annual base salary of the Sheriff as determined by their experience levels. Those Deputy Sheriffs who have completed their probationary period shall receive an increase of 5% of the Sheriff's base salary each six (6) months until he reaches a maximum of 85% of the Sheriff's annual base salary. Those Deputies having two (2) years of seniority, with the Sheriff's approval, shall be at 85% of the Sheriff's annual base rate.

(B) Deputy Sheriffs who are new employees and who were not employed by Allamakee County until after July 1, 2004, shall start at the annual base salary of 65% of the annual base salary of the Sheriff. Those Deputies having prior experience and having completed the Iowa Law Enforcement Academy training as specified subsequently in Section 23.3 may start at the annual base salary of 70% or 75% of the annual base salary of the Sheriff as determined by their experience levels. Deputies shall receive additional increases in their base salary every six months thereafter pursuant to the following schedule:

START LEVEL	65%	70%	75%
	3%	3%	3%
	3%	3%	2%
	4%	4%	2%
	4%	2%	3%
	3%	3%	
	3%		

Section 23.3

If an applicant for a position as a Deputy Sheriff has prior experience and has completed the Iowa Law Enforcement Academy training, the applicant if hired, could receive up to 10% more as a starting annual base salary.

Section 23.4

Total annual compensation shall mean the sum total of the Deputy Sheriff's annual base salary, overtime pay, longevity pay, shift differential pay, and any other forms of supplemental pay and all fringe benefits.

Section 23.5

In the event a deputy sheriff's total compensation reaches the maximum permissible limit, a Deputy Sheriff shall at all times be required to complete all duties in the performance of his/her position as a County Deputy Sheriff, even though no compensation for overtime will be received. However, employee compensation will continue to be paid until the contract maximum total compensation for a deputy, based on the Sheriff's total annual compensation, is reached.

Section 23.6

An employee's hourly rate of pay for overtime purposes shall be computed by adding together the employee's annual wages or salary and any other nonreimbursed wages or income such as standby pay, excluding overtime pay, and then dividing the total amount by 2080 hours.

Section 23.7

Deputy Sheriffs who are required to take turn on standby-for-call duty shall receive a single annual payment of \$600.00 at the end of each contract year.

Section 23.8

Wage rates for employees other than Deputies shall be:

Classification	Entry Rate	Maximum Rate
911 Coordinator	\$11.56	\$15.02
Dispatcher/Matron/Jailer	\$10.46	\$13.92
Transportation Officer	The compensation shall be at the rate of \$9.85 per hour with reimbursement for meals up to \$7.00 per meal. There will be no other benefits provided.	

Employees who have not reached the maximum for his/her classification shall receive an additional twenty-five cents (\$.25) per hour increase on each July 1 and January 1, until the maximum rates are obtained. Dispatcher/Matron who has completed his/her 911 training shall receive an additional eighty-five cents (\$.85) per hour at the completion of such training.

Section 23.9

All employees other than Deputies shall be paid in addition to his/her base or normal hourly rate of pay, longevity as follows:

<u>Years</u>	<u>Amount</u>
5 through 10	.15 cents per hour
11 through 15	.17 cents per hour
16 through 20	.20 cents per hour
21 and over	.30 cents per hour

Per hour in yearly amounts.

Section 23.10

The Public Employer shall pay annual dues to the Iowa State Sheriff Deputies Association for all bargaining unit employees.

Section 23.11

The Sheriff's Department shall employ a part-time transportation officer which officer shall be under general supervision to perform transportation services on an as-needed part-time basis under the supervision and at the direction of the Sheriff or his designee. The transportation officer is to provide transportation of all prisoners, juveniles or other individuals requiring transportation by the Sheriff's Department except for those individuals to be determined as "high risk" by the Sheriff. The position is open to all individuals except for current Allamakee County Deputy Sheriffs or other employees of the Sheriff's Department. Training will be provided for blood-borne pathogens, use of restraints, CPR, Allamakee County Policy Manual and Defensive Driving.

In the event that at the time transportation is required there are three deputies on duty, the transportation assignment shall be first offered to the deputies on duty before the transportation officer is called to provide those services.

ARTICLE 24
PAY PERIOD

Section 24.1

The County agrees to issue paychecks to employees every two (2) weeks.

ARTICLE 25
DURATION OF AGREEMENT

Section 25.1

This Agreement shall be effective July 1, 2006, and shall remain in full force and effect until its expiration date, June 30, 2007.

Section 25.2

Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than one hundred twenty (120) days before the expiration date of the Agreement. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Section 25.3

In the event any clause or provision of this Agreement is declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, the remaining portions and provisions shall not be declared invalid, and they shall remain in full force and effect.


Section 25.4

In Witness Whereof, this Agreement has been agreed to and executed by both parties on this 8th day of May, 2006.

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238, affiliated
with INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

ALLAMAKEE COUNTY, IOWA

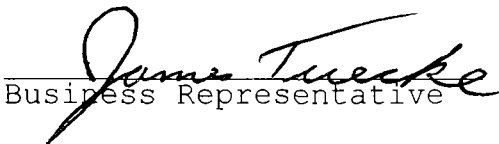
By:


Secretary-Treasurer

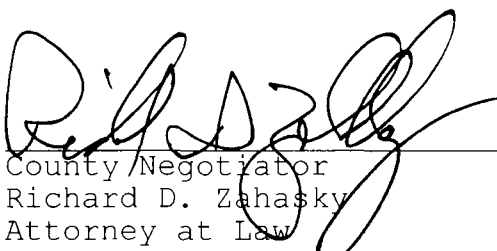
By:


Chairman, Board of
Supervisors

By:


Business Representative

By:


County Negotiator
Richard D. Zahasky
Attorney at Law
309 W. Water St.
P. O. Box 257
Decorah, IA 52101

This Contract was prepared by
Richard D. Zahasky, County
Negotiator/Decorah, Iowa.

APPENDIX A

EQUIPMENT INVENTORY LIST - DEPUTY SHERIFFS

UNIFORM: WINTER SHIRTS (3)
SUMMER SHIRTS (3)
PANTS - COMBINATION SUMMER-WINTER (3)
TIE (2)
SHERIFF'S STYLE FELT HAT (1)
SHERIFF'S STYLE STRAW HAT (1)
SUMMER BASEBALL STYLE CAP (1)
WINTER HAT WITH EAR PROTECTION (1)
WINTER DUTY JACKET (1)
LIGHTWEIGHT SPRING/FALL JACKET (1)
INSULATED VEST (1)
SEVERE WEATHER GEAR - PARKA - SNOW BIBS (1) EACH
CHOICE - BOOTS OR SHOES (1)
RUBBER BOOTS (1)
RAIN COAT (1)
RIOT HELMET (1)
SECOND CHANCE BULLETPROOF VEST (1) which will be
replaced at manufacturer warranty expiration
date
BADGES - COAT - HAT - SHIRT - WALLET ID
W/BADGE (1 EACH)
NAMETAG (1)
COLLAR INSIGNIA (1)

EQUIPMENT: HANDGUN: Semiautomatic Weapon (1)
SHOTGUN: POLICE RIOT STYLE (1)
HANDCUFFS (1)
DEFENSE NIGHTSTICK (1)
CHEMICAL MACE (1)
COMPLETE LEATHER SET - BELT, HOLSTER, AMMO PUNCH
AND/OR SPEED LOADERS, MACE HOLDER, CUFF HOLDER,
NIGHTSTICK HOLDER, KEY RING W/STRAP - (1 EACH)
HAND HELD PORTABLE RADIO W/CHARGER AND CARRYING
CASE (1)
SHOOTING MUFFS (1)
CELLULAR PHONE

SQUAD CAR: RECHARGEABLE FLASHLIGHT W/CHARGER (1)
FIRST AID KIT (1)
FIRE EXTINGUISHER (1)
BLANKET (1)
TICKET BOOK HOLDER (1)
ACCIDENT REPORT HOLDER (1)
100 FOOT TAPE MEASURE (1)

NOTE: Additional equipment: CAMERA, VEHICULAR SAFETY SCREEN,
MOVING RADAR UNIT, 30 MINUTE FUSES, ETC. will be issued as deemed
necessary by the Sheriff.

*The Allamakee County Sheriff's Department will pay one (1) year annual dues for each year of the Agreement to the Sportsman Club for target practice.

**Letter of Understanding Between
Teamsters Local 238**


And

Allamakee County Sheriff's Office


It is agreed to and understood that during the term of the current Contract, that is, July 1, 2006, through June 30, 2007, the position of 911 coordinator shall be entitled to an additional \$1.45 wage increase which shall not be funded out of the Allamakee County Sheriff's budget but shall be funded directly by the Allamakee County 911 Commission and shall have no impact upon the bargaining unit's wage increases and/or negotiated terms and conditions of this Contract. This wage increase from the 911 Commission is not a contractual obligation of either the Allamakee County Sheriff's Department or the Chauffeurs, Teamsters and Helpers Local Union No. 238 but is totally within the discretion of the Allamakee County 911 Commission. The terms and conditions and wage for the 911 coordinator classification is solely at the discretion of the 911 Commission and is not considered an obligation of the parties to this agreement.

As per the parties' prior Letter of Understanding affixed to the July 1, 2004, to June 20, 2006, Contract, the parties continue to agree that the Sheriff's deputies will only negotiate the employee's cafeteria plan accounts for each fiscal year for the periods from July 1, 2006, through June 30, 2008, and all other Contract terms as to those deputies will remain as per current Contract.

For the Union


Jim Tuecke
Business Representative

For the Sheriff's Department


Richard D. Zahasky
Negotiator for the Allamakee
County Sheriff's Office